

EQUIPMENT LOAN AGREEMENT

This Agreement, dated _____, 20____, between Hutchens Petroleum, Corporation, hereinafter called "Supplier", and _____, hereinafter called "Consumer", having a place of business at _____, hereinafter called the "Premises".

Supplier is in the business of selling lubricants, and agrees to loan the equipment listed below to Consumer as a condition of Consumer purchasing lubricants from Supplier. It is agreed between the parties as follows:

1. RIGHTS OF INSTALLATION. Consumer covenants that he is the owner or lessee of the Premises herein relevant; and if lessee, that he has a valid and subsisting lease for said Premises, and that he will procure written consent of the owner of said Premises to the installation of the Equipment described in paragraph 2 below, which consent shall provide that the Equipment of Supplier shall be exempt from levy, sale, or distress from rent, and that upon the termination of the Agreement, the Supplier shall have the unrestricted right to enter upon said Premises to inspect and to remove any and all of its property.

2. EQUIPMENT. The equipment loaned under the Agreement is as follows:

3. LOAN OF EQUIPMENT. In consideration of the terms contained herein, Supplier agrees to loan to the Consumer for use in connection with lubrication processes, the equipment listed above and all other equipment hereafter delivered or installed by Supplier on Consumer's property (other than Equipment that may be sold by Supplier to Consumer), is called "Equipment". It is expressly understood and agreed that the Equipment is the property of and owned by Supplier, and title to the Equipment is and shall remain in the Supplier. For whatever reason and at its discretion, Supplier shall have the right to terminate this Agreement and remove the Equipment from the Premises.

4. OBLIGATIONS OF CONSUMER:

A. Consumer agrees that the Equipment shall be used only for the purpose intended and only at the Premises designated above. Supplier expressly prohibits any other use of the Equipment or use of the Equipment at any other location, unless agreed to in advance by Supplier in writing. Consumer is liable for any and all spillage and all cleanup costs associated with any loss of product during transport of mobile tanks. Consumer is responsible for contacting the appropriate environmental agencies in the event of a spill during transport or as the result of transporting mobile tanks.

B. Consumer agrees to retain and use the Equipment for said purposes and to keep the same in good order and condition, reasonable wear and tear excepted, and to make use of the same for the sole purpose of using, selling, or dispensing lubricants sold to the Consumer by Supplier and for no other purpose. Consumer further agrees to reimburse Supplier the fair market value as determined by the manufacturer of the above listed Equipment if said Equipment is damaged, stolen, or lost due to the negligence of Consumer.

The value of the above listed equipment is: \$ _____

5. INDEMNIFICATION: Supplier shall not be liable to Consumer or to any other person for any damage to or loss of property, or for injury to or death of persons arising from Consumer's operation relating to this Agreement. Consumer agrees to indemnify, protect and save Supplier harm from and against any and all attorneys' fees, losses, claims, liabilities, suits, actions, and/or judgments and which shall arise from or grow out of any injury to or death of persons and for damage to or loss of property, directly or indirectly arising out of, or resulting from, or in any way connected with Consumer's operation or use of the Equipment, or from the condition thereof or of the adjoining ways, whether sustained by Consumer or his agents or employees, or any other person, firm or corporation which may seek to hold Supplier liable.

IN WITNESS WHEREOF, this Agreement has been duly executed by said Consumer and Supplier the day and year first above written.

HUTCHENS PETROLEUM CORPORATION

CONSUMER

By: _____

By: _____

Date: _____

Date: _____